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the printed terms of a carrier's contract will justify interpretations clearly outside the ordinary meaning and intent of the specific words used. See Daish, *Liability of Common Carriers Under the Act to Regulate Commerce* (1916) 25 YALE LAW JOURNAL, 341; Perkins, *Judicial Relaxation of the Carrier's Liability* (1917) 3 IOWA L. BUL. 195; 4 *ibid.* 21, 86.

CONFLICT OF LAWS—STATUS—LEGITIMATION BY ADOPTION.—A, an unmarried man, domiciled in California, died there intestate owning land in Illinois. B, the son of A, born and domiciled in California, was illegitimate at birth, but had been publicly acknowledged by his father and received into his family. The California Supreme Court held that this constituted legitimation by adoption, as provided for in the California Civil Code, 1872, sec. 230. *In re McNamara's Estate* (1919) 181 Calif. 82, 183 Pac. 552. In an action to quiet title to the Illinois land, the two sisters of A contended that Illinois should disregard the California proceedings, and that B was not the lawful child of A. *Held*, (one judge dissenting) that B's status was determined by the law of California, and that he was entitled to the land. *McNamara v. McNamara* (1922, Ill.) 135 N. E. 410.

The descent of realty is governed by the *lex rei sitae*, and the status of the person depends on the law of the domicil. *Calhoun v. Bryant* (1911) 28 S. D. 266, 133 N. W. 266. Legitimation and adoption, when legal and effective at the domicil, confer a status which is generally recognized elsewhere. *Green v. Kelley* (1918) 228 Mass. 602, 118 N. E. 235; *contra, Williams v. Kimball* (1895) 35 Fla. 49, 16 So. 783; see *Irving v. Ford* (1903) 183 Mass. 448, 67 N. E. 366; 65 L. R. A. 177, note. A refusal on the part of a state to recognize and grant legal rights in conformity with a status conferred by the foreign domicil does not constitute a violation of the full faith and credit clause of the federal constitution. *Hood v. McGehee* (1915) 237 U. S. 611, 35 Sup. Ct. 718. Recognition of such a status is based entirely on grounds of comity, and will be refused when contrary to public policy, or when the proceedings in the foreign state are so repugnant to good morals that they should not be sanctioned. See *Olmsted v. Olmsted* (1908) 190 N. Y. 458, 83 N. E. 569. The Illinois law providing for legitimation and adoption differed from that of California in that it allowed legitimation only by marriage between the parents, but, as was pointed out in the opinion in the instant case, the legislation in both states was grounded upon the same principles of public policy. Hurd's Ill. Rev. Sts. 1919, ch. 17, sec. 15. Recognition of the rights of the child in the principal case was desirable on grounds of comity and sound on principles of private international law.

CONTRACTS—OPTIONS UNDER SEAL—REVOCATION.—The defendant gave to the plaintiff's testator an option under seal containing the usual formal recitals of consideration. After the testator's death but before the expiration of the option the plaintiff tendered the purchase price and demanded a conveyance. In a suit for specific performance the plaintiff demurred to the defendant's answer that the promise was without consideration. *Held*, that the plaintiff could not obtain relief. *Hartford-Connecticut Trust Co. v. Devine* (1922) 97 Conn. 193, 116 Atl. 239.

Because of the principle that equity will not aid a volunteer, there is a tendency to hold that an option without consideration is revocable even though under seal. *Gordon v. Darnell* (1880) 5 Colo. 302; *Smith & Downs v. Reynolds* (1880, C. C. D. Colo.) 8 Fed. 696; *Davis v. Petty* (1898) 147 Mo. 374, 48 S. W. 944; *Storch v. Duhnke* (1899) 76 Minn. 521, 79 N. W. 533; *Waterman, Specific Performance* (1881) 247; but see 6 L. R. A. (N. S.) 403, note. It has been suggested, however, that the doctrine denying specific performance is based on an erroneous idea that the contract lacks mutuality. As a matter of fact, it is not